effect, was to violate the terms of a contract, and take property without due process of law, contrary to the United States Constitution. *Dartmouth College* v. *Woodward*, 4 Wheat. 518; *Regents* v. *Williams*, 9 Gill & J. 365; *Davidson* v. *New Orleans*, 96 U. S. 97. The court came to the opposite conclusion, however, pointing out that the terms of the statute were inconsistent with each other and capable of more than one interpretation, saying that that which is expressly declared to be merely *prima facie* evidence of non-user could not work a forfeiture. To have declared a failure to file an annual report conclusive evidence of non-user would have rendered the statute of no effect, as the legislature cannot, constitutionally, prescribe what would be conclusive evidence. *U. S.* v. *Klein*, 13 Wall. 128; *Corbin* v. *Hill*, 21 Iowa, 70; *White* v. *Flynn*, 23 Ind. 246. It is the fact of non-user which works the forfeiture, and this can only be determined by a court of competent jurisdiction. *Bruffett* v. *R. Co.*, 25 Ill. 310; *Board of Education* v. *Blakewell*, 122 Ill. 339. But the state could prescribe what should constitute *prima facie* evidence of non-user. COOLEY CONST. LIM. (6th ed.) 451, *Gage* v. *Caraher*, 125 Ill. 447; *Chicago R. Co.* v. *Jones*, 149 Ill. 361. The statute being capable of more than one interpretation, such construction should be adopted as will uphold it. *Newland* v. *Marsh*, 19 Ill. 376, *People* v. *Simon*, 176 Ill. 165. By the terms of the statute, corporations in default may be re-instated upon performance of certain acts within one year. Just what the rights of the parties will be in case relator fails to avail itself of the opportunity offered, is not determined. MAGRUDER J. dissented.

CORPORATIONS—GARNISHMENT OF STOCKHOLDER FOR UNPAID SUBSCRIPTION.—Alabama Code, § 2182, declares that stockholders shall be liable as garnishees of the corporation for unpaid subscriptions, though the corporation had made no call, and could not maintain suit. *Held*, that a stockholder may be charged, under this statute, as garnishee of the corporation before a call, though it was agreed by the terms of the subscription that it was to be paid only when called, and then by delivery of property owned by the subscriber to be taken at an agreed valuation. *Enslen* v. *Nathan* (1903), 136 Ala. 412, 34 So. Rep. 929.

It has generally been held in absence of statute that the subscriber could not be charged as garnishee of the corporation for subscriptions till call had been made. *Teague* v. *LeGrand*, 85 Ala. 493, 5 So. 287, 7 Am. St. Rep. 64; *Universal Fire Ins. Co.* v. *Tabor*, 16 Col. 531, 27 Pac. 890; *Brown* v. *Union Ins. Co.*, 3 La. An. 177; *Parks* v. *Heman*, 7 Mo. App. 14; *Seymour* v. *Sturgess*, 26 N. Y. 134; *McKelvey* v. *Crockett*, 18 Nev. 238, 2 Pac. 386. On a statute somewhat like the one under consideration in the present case the Illinois Supreme Court held that such garnishment might issue after judgment as well as at commencement of suit. *Coalfield Co.* v. *Peck*, 98 Ill. 139. After fully paid stock certificates have been issued to a subscriber for property taken by the corporation at a fictitious value, it has been held that the subscriber cannot be charged as the garnishee of the corporation at the suit of its creditor, for the difference between the real and fictitious value of such property. The creditor's remedy is held to be only by bill in equity. *Nicrosi* v. *Irvine*, 102 Ala. 648 15 So. 429, 48 Am. St. Rep. 92; *Pullman* v. *Railway Equipment Co.*, 73 Ill. App. 313.

CRIMINAL LAW—SELF-DEFENSE.—The defendants Woodson and Wade Gray, father and son respectively, were jointly indicted for murder in the first degree, for the killing of one Hallgarth on March 20, 1903. The